



## BOAT RENTAL CANCELLATION GUARANTEE Warranty notice valid as general conditions

CONTRACT  
N°102 92 73

**REF.: 20- ASL- pack L1**

A collective insurance policy contract with optional individual membership, taken out through the intermediary

**Gritchen Affinity**, a broker manager - a simplified joint-stock company with a capital of 10,000 euros, registered with the Commercial and Companies Register of Bourges under no. 529 150 542, whose registered office is located at 27 rue Charles Durand - 18000 Bourges, VAT no.: FR78529150542 - an insurance brokerage company under no exclusivity agreement (list of partner insurance companies available on simple request), regulated by the ACPR (Autorité de Contrôle Prudentiel et de Résolution, the French Prudential Supervisory Authority), 4 place de Budapest - CS 92459 - 75436 Paris Cedex 09, and registered with ORIAS (the French Register of Insurance Intermediaries) within the category of Insurance Broker, under no. 11061317 ([www.orias.fr](http://www.orias.fr)) - providing Professional Indemnity and Financial Cover in accordance with articles L. 512-6 and L. 512-7 of the French Insurance Code - Subsidiary of the company GROUPE GRITCHEN ASSURANCES HOLDING, a simplified joint-stock company with a capital of 2,312,218.80 euros, registered in the Commercial and Companies Register of Paris under no. 799 320 726, whose registered office is located at 21 avenue de Messine 75008, Paris.

With **Aréas Dommages**, a fixed contribution mutual insurance company registered with the Commercial and Companies Register of Paris under no. 775 670 466, whose registered office is located at 47-49 rue de Miromesnil 75380 Paris (hereinafter referred to as 'the Company')

**gritchen**  
SMART INSURANCE SOLUTIONS

## SHORT-TERM SEASONAL RENTALS - SUMMARY OF COVER

TYPE OF COVER	COVER LIMIT AND EXCESS
<b>CANCELLATION</b> Serious illness, serious bodily injury or death	<b>Maximum compensation of €20,000/case</b> <b>No excess</b>
Serious damage from fire, explosion or water damage Complications due to pregnancy Contraindication and consequences of vaccination Redundancy or contractual termination Summons before a court, only in the following cases: <ul style="list-style-type: none"><li>- Summons for the adoption of a child</li><li>- Summons to retake an exam</li><li>- Summons for an organ transplant</li></ul> Theft in professional or private premises Serious damage to the renter's vehicle Impediment to the renter of reaching the holiday destination by road, rail, air or sea Work transfer Refusal of visa by the country's authorities	<b>Excess of 3% of the claim amount</b> <b>With a minimum excess of €30/case</b>
Acquiring a job Divorce or separation of a civil partnership Theft of renter's identity card, driver's licence or passport Cancelling or changing the dates of your or your partner's paid holiday leave in effect or due to a law imposed by your employer	<b>Excess of 20% of the claim amount</b> <b>Minimum of €70/case</b>

### CONTRACTUAL DOCUMENTS

This insurance contract is governed by:

The French Insurance Code

These Terms and Conditions

The agreement of cover submitted by your rental agency, which serve as special conditions

### 1. CANCELLATION COVER

#### Article 1.1 / NATURE AND SCOPE OF COVER

We cover the reimbursement of cancellation fees invoiced by the organiser of the holiday in accordance with their Terms and Conditions of Sale when this cancellation, notified by any written means BEFORE THE DATE OF ARRIVAL at the holiday destination, is the result of the occurrence, after taking out this insurance, of one of the following events:

- Serious illness, serious accident or death, including relapse, aggravation of a chronic or pre-existing disease, as well as the consequences of such, and the consequences of an accident that occurred prior to taking out the insurance suffered by yourself, your spouse or de facto partner, your ascendants or descendants up to the 2nd degree, fathers-in-law, mothers-in-law, stepfathers, stepmothers, sisters, brothers, stepbrothers,

- stepsisters, sons-in-law, daughters-in-law, your legal guardian or a person who habitually resides under your roof, and the person accompanying you during your trip as mentioned and insured within this contract.
- The death of your uncles, aunts, nieces and nephews.
  - Serious damage caused by fire, explosion, water damage or forces of nature to your professional or private premises and which imperatively requires your presence in order to take the necessary protective measures.
  - Serious illness, serious accident or death, including relapse, aggravation of a chronic or pre-existing disease, as well as the consequences of such, and the consequences of an accident that occurred prior to taking out the insurance suffered by your professional replacement as mentioned when taking out the insurance, the person in charge of caring for your minor children during your trip, or a person with a disability for whom you are the legal guardian who is living under the same roof as you, provided you are the legal guardian.
  - Complications due to the pregnancy of one of the persons participating in the holiday and insured within this contract.
  - Contraindications and consequences of vaccination occurring to one of the persons participating in the holiday and insured within this contract.
  - Redundancy or contractual termination of yourself or your spouse or de facto partner insured by this same contract on the condition that the procedure had not been initiated prior to taking out the insurance.
  - Summons before a court, only in the following cases: In the jury or as a witness, or if appointed as an expert, provided that you are summoned on a date that coincides with the period of travel.
  - Summons for the adoption of a child, provided that you are summoned on a date that coincides with the period of travel.
  - Summons to retake an exam following an unidentified setback at the time of booking the holiday or taking out the insurance (higher education only), provided that the aforementioned exam takes place during the holiday.
  - Summons for an organ transplant for yourself, your spouse or de facto partner or of one of your 1st-degree ascendants or descendants.
  - Serious damage caused by fire, explosion, water damage or forces of nature to your professional or private premises and which imperatively requires your presence in order to take the necessary protective measures.
  - Theft within your professional or private premises provided that the significance of this theft requires your presence and that the theft occurs within 48 hours prior to your departure.
  - Serious damage to your vehicle **in the 48 working hours prior to the 1st day of your trip** and insofar as the vehicle cannot be used to travel to the holiday destination.
  - Impediment to you reaching the holiday destination by road, rail, air or sea, on the day of departure due to:
    - blockades issued by the Government or a local authority,
    - traffic accidents during the necessary journey to your intended holiday destination, the damage of which causes your vehicle to be taken out of service, as justified by the expert's report.
  - Obtaining a role as an employee for a period of **more than 6 months** taking effect before and during the planned holiday dates, while you were registered as a job seeker with your career centre on the day of registering for your holiday

and provided that it is not a case of extension or contract renewal, or an allocation provided by a temporary work company. **Excess of 25% of the claim amount with a minimum of €70 per case.**

- Your separation (marriage or civil partnership): In the event of divorce or separation (in the case of a civil partnership), provided that the proceedings were initiated in the courts after booking your holiday and upon presentation of an official document. **Excess of 25% of the claim amount with a minimum of €70 per case.**
- Theft (with a complaint filed with the supporting police station) of your identity card, driver's licence or passport within the 5 working days prior to your departure, which prevents you from fulfilling the travel formalities with the relevant authorities. **Excess of 25% of the claim amount with a minimum of €70 per case.**
- **Cancelling or changing the dates of your or your spouse's or de facto partner's paid holiday leave, imposed by your employer** for a legitimate reason or due to exceptional circumstances and as officially granted by the latter in writing before registering for the holiday; this document from the employer will be required. **This cover does not apply to company directors, self-employed professionals, artisans and those employed on a temporary basis in the entertainment industry, nor does this cover apply in the event of a change in employment. Excess of 25% of the claim amount with a minimum of €70 per case.**
- **Work transfer that requires a house move**, imposed by your superiors, having not been subject to a request on your part and on the condition that the transfer was not yet known about at the time of taking out the Insurance. This cover is granted to salaried employees, with the exclusion of members of a self-employed profession, managers, legal representatives of a company, self-employed workers, artisans and those employed on a temporary basis in the entertainment industry. **You remain responsible for an excess of 25%.**

- Refusal of visa by the country's authorities on the condition that no request was previously refused by these authorities for the same country. A supporting document from the embassy will be required.

#### **Activity Holidays cover:**

Compensation for activity services in the event of the departure of the insured. In the event of illness or accident of the insured, as confirmed by a medical doctor, which prevents the insured from practising the activity for which they registered and which is the main purpose of the activity holiday, the Company will compensate the insured for the amount of the activity services, with a maximum of 50% of the total amount of the trip if the insured decides to go on the trip. The services must be detailed on an invoice provided by the organiser of the trip;

#### **Amendment fees extension:**

In the event of changing the dates of your trip due to a reason listed above, we shall reimburse you for the expenses incurred by extending the dates of the trip, covered contractually as provided for in the conditions of sale. In any case, the amount of this compensation will not be superior to the amount of the cancellation fees requested on the date of the occurrence of the event which caused the change.

Cover for cancellations and changes cannot be combined.

**When renting, the cancellation cover is granted on the condition that the rental is totally vacated.**

#### **Article 1.2 / EFFECT AND DURATION OF THE COVER**

Provided that the insured has already paid the corresponding premium, the cover will take effect from the moment of purchase or reservation of the holiday and will expire at the time of arrival at the holiday destination (date included in the Special Conditions), or when the keys are handed over in the case of rentals for the trip covered by this policy.

However, for any cover taken out after the date of purchase and within the timeframe of 48 hours after booking the trip, a waiting period of 4 days during which no cover can take effect will be applicable from the date of taking out the insurance contract and the cover will only take effect at the end of this period.

### Article 1.3 / LIMIT OF COVER

The compensation due in virtue of this cover cannot exceed the actual amount of the penalties invoiced, up to the amounts set in the summary of cover table, following the cancellation of the trip.

In any case, compensation cannot exceed the amounts set in the summary of cover table.

The administration fees, insurance premium, taxes including airport taxes (reimbursed by the carrier or any collecting body) and visa fees are non-refundable.

#### **PLEASE NOTE:**

If the insured cancels the trip late, the Company can only assume the cancellation fees payable on the date of occurrence of the event which caused the loss.

If cover is taken out after the appearance of a reason to cancel the trip and after the insured is aware of this reason, the latter will not be entitled to cover.

### Article 1.4 / EXCLUSIONS

All cancellations for reasons other than the events listed in article 1, 'Nature and scope of cover', are excluded from this cover. Likewise, in addition to the exclusions provided for in the following General Provisions, the following cancellations are not covered:

- Illnesses or accidents which have been the subject of an initial diagnosis, treatment, relapse, aggravation or hospitalisation between the date of booking the trip and the date of taking out this insurance contract;
- a non-stabilised illness which has been recognised or treated within the 30 days prior to the trip reservation being made;
- any event occurring between booking the trip and taking out the insurance contract;
- the death of a parent which takes places more than one month prior to the date of departure;
- an atypical pneumonia or severe acute respiratory syndrome (SARS), avian influenza or A-H1N1 flu, as well as any pandemic or epidemic recognised by national or international health organisations;
- aesthetic treatment, therapy, voluntary interruption of pregnancy, in vitro fertilisation and its consequences, artificial insemination and its consequences, pregnancy;

- the late application for a visa to the relevant authorities, the refusal of a visa, passport non-compliance and lack of vaccination;
- a psychiatric or mental or depressive illness without hospitalisation or resulting in hospitalisation of less than 3 days.

## 2. IN THE EVENT OF A LOSS

### WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A LOSS?

When Insurance cover comes into play, the insured person must:

Advise Gritchen Affinity in writing of any losses that would invoke the cover contained in the insurance contract within five working days (*brought forward to two working days in the event of theft*).

These timeframes will begin once the insured discovers the loss that would involve the arrangement of cover.

Once this timeframe has passed, the insured will be deprived of any right to compensation if the delay caused damage to the Company.

## GENERAL PROVISIONS AND PROVISIONS COMMON TO ALL COVER

As with any insurance contract, this contract comprises reciprocal rights and obligations. It is governed by the French Insurance Code. These rights and obligations are set out in the following pages.

### DEFINITIONS

**Serious bodily injury:** any unintentional bodily injury on the part of the victim, resulting from the sudden action of an external cause as confirmed by a medical doctor, and involving the cessation of any professional or other activity and prohibiting the victim from moving by their own means.

**Hazard:** An unintentional, unpredictable, unavoidable and external event.

**Subscriber:** The natural person who adheres to this insurance contract.

**Insured(s):** the person or persons insured in accordance with this contract.

**Attack/Acts of terrorism:** The term 'attack' means any act of violence which constitutes a criminal or illegal attack against persons and/or property, in the country in which you're staying, the purpose of which is to greatly disturb the public order. This 'attack' must be identified as such by the French Ministry of Foreign Affairs.

**Beneficiary:** a person benefiting from the benefits provided, not in their own capacity, but due to their connections with the Insured. Unless stipulated otherwise, at the time of taking out this contract, only the spouse is covered, if not the child, if not the insured's heirs.

**Natural disaster:** The abnormal intensity of a natural agent not originating from human intervention.

**French Insurance Code:** The collection of legislative and regulatory texts which govern this insurance contract.

**Rental agreement:** A contract entered into between the Landlord/Rental company and the Insured to make the Rental Property available for a period not exceeding 90 days and for private use. The rental agreement must include the following information: rental address, description of the accommodation, duration of rental period with arrival and departure dates, date of signing the contract, signatures of the parties, identity of the occupants, address of the renter, rental price including tax, the amount of the advance paid at the time of booking and the security deposit paid when entering the premises.

**Loss of entitlement:** The loss of right to Cover for the Loss in question.

**Insurer: Aréas Dommages,** a mutual insurance company registered with the Commercial and Companies Register of Paris under no. 775 670 466, whose registered office is located at 47-49 rue de Miromesnil 75380 Paris

**Assistance provider:** The benefits of this assistance agreement are provided by: **AWP P&C**, a limited company with a capital of €17,287,285, no. 519 490 080 in the Commercial and Companies Register of Bobigny, Registered office: 7, rue Dora Maar – 93400 Saint-Ouen (business governed by the French Insurance Code) **and implemented by AWP FRANCE SAS**, a simplified joint-stock company with a capital of €7,584,076.86, no. 490 381 753 in the Commercial and Companies Register of Bobigny. Registered office: 7, rue Dora Maar – 93400 Saint-Ouen. An insurance brokerage company - Registered with ORIAS under no. 07 026 669 - <http://www.orias.fr/> - known under the commercial name '**Mondial Assistance**'.

**Domicile:** the Insured's place of usual residence for at least the last 6 months.

**DOM-ROM, COM:** DROM POM COM is the new name for the French overseas departments and territories since the constitutional reform of 17 March 2003, which amended the names of the French overseas departments and territories and their definitions.

**Personal injury:** Any physical or mental injury suffered by a person and the consequential loss or damage arising therefrom.

**Property damage:** Any impairment, deterioration, alteration, loss or destruction of a thing or substance, and any physical damage to animals.

**Consequential tangible and intangible damage:** Any damage, other than personal or property, consisting of monetary costs and losses resulting from the deprivation of enjoyment of a right, interruption of a service provided by a person or property, or loss of profits and resulting from a covered physical injury or property damage.

**Duration of cover:** cover is provided to the Insured in accordance with the duration defined in the Special Terms of the contract.

**Transport company:** A transport company is understood to be any company duly authorised by the public authorities for the transport of passengers.

**Event:** Any event giving rise to damaging consequences, which could lead to one or more cover benefits of the contract being applied.

**Europe:** 'Europe' means the countries of the European Union, the United Kingdom, Switzerland, Norway and the Principality of Monaco.

**Excess:** Amount to be borne by the Insured in the event of a Loss.

**Short-term rental:** A stay of less than 90 days in the premises intended for the holiday stay, of which the renter is not the owner, nor do they rent the premises all year round.

**We:** The Insurer

**Insurance claims manager: Gritchen Affinity** - 27 rue Charles Durand – CS 70139 - 18021 BOURGES – FRANCE

**Claims assistance manager: AWP FRANCE SAS**, a simplified joint-stock company with capital of €7,584,076.86, no. 490 381 753 in the Commercial and Companies Register of Bobigny. Registered office: 7,

rue Dora Maar – 93400 Saint-Ouen. An insurance brokerage company - Registered with ORIAS under no. 07 026 669 - <http://www.orias.fr/> - known under the commercial name '**Mondial Assistance**'.

**Strike:** Collective action consisting of the suspension of work as planned by the employees of a company, an economic sector or a professional category to defend their interests.

**Family members:** spouse or de facto partner, ascendants or descendants up to the 2nd degree, fathers-in-law, mothers-in-law, stepfathers, stepmothers, sisters, brothers, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law.

**Serious illness:** any change in health as confirmed by a medical doctor, involving the cessation of any professional or other activity and which requires appropriate care.

**Owner or Landlord/Rental company:** Domiciled in the European Union, including Switzerland, United Kingdom and Monaco. A natural person or legal entity who owns a property, allocated for holiday stays, that they offer for rent to a tourist client base through the Underwriter as an intermediary.

**Lessee/Renter:** A natural person who has taken out a holiday rental agreement for a Stay within a property belonging to the owner. The Lessee cannot be the owner, beneficial owner, free occupant or usufructuary party of the rented property.

**Stay:** The term 'Stay' means any rental period located worldwide for a maximum and non-renewable duration of 90 consecutive days in a furnished holiday rental and granted in lease by the Owner to the Lessee. The seasonal rental contracted by the Lessee must cumulatively satisfy all of the following conditions:

- the rented property must be a lodging in a building development (house or apartment) or docked boat
- the rented property must not be company lodgings, the rental must be accepted temporarily for a holiday stay.

**Policyholder:** the body or the legal entity or natural person, domiciled in the European Union including Switzerland, United Kingdom and Monaco, who took out the Assur Lodge insurance with the Subscribers and agrees to pay the contributions.

**Loss:** Event that may give rise to the application of cover within the contract.

**Subrogation:** The legal situation whereby a person is transferred another person's rights (*including: substitution from the Insurer to the Insured for the purposes of taking out proceedings against the opposing party*).

**Territories covered:**

Cover applies:

- Where the Insured Lessee resides in a country of the European Union, including Switzerland, United Kingdom and Monaco, for rented property located worldwide, with the exception of politically unstable countries and countries advised against by the French Ministry of Foreign Affairs.
- Where the Insured Lessee resides in a country outside of the European Union, Switzerland, United Kingdom and Monaco, for rented property

located in a country of the European Union, Switzerland, United Kingdom and Monaco.

**Third party:** Any person other than the Insured. Any Insured victim of consequential bodily, material or immaterial damages caused by another Insured (the Insured parties are considered third parties). Any natural person or legal entity excluding the Underwriter, the Insured person, members of their family, persons accompanying them and their employees.

**Wear:** Devaluation or depreciation, on the day of the Loss, of the value of property caused by prolonged use or maintenance conditions.

**Depreciation:** Consequence of the Wear over time, the age or the state of maintenance, on the day of the Loss, on the value of a property.

Depreciation applied:

- 10% per year from the date of purchase of the damaged property upon presentation of the purchase invoice of the property
- 80% per year in the absence of a purchase invoice on the basis of the purchase price inclusive of tax on the day of the Loss, capped at €200

Exceptions:

	ANNUAL DEPRECIATION VALUE	MAXIMUM DEPRECIATION	MAXIMUM LIFESPAN
Household electrical goods	20%	90%	8 years
Hi-Fi equipment	20%	90%	8 years
IT equipment	30%	90%	8 years
Simple furniture	10%	90%	10 years
Wallpaper, painting	18%	90%	7 years
Carpets	18%	90%	13 years
Parquet flooring and tiles	4%	80%	30 years
Plastic coatings	11%	80%	10 years
Indoor carpentry	6%	85%	30 years
Locksmiths	11%	85%	15 years
Fittings	9%	85%	15 years
Plumbing	9%	85%	15 years



Sanitary appliances	6%	80%	25 years
Water heater	12%	85%	10 years
Boiler	7%	85%	15 years
PVC wood shutters	8%	80%	15 years
Metal shutters	5%	80%	30 years
Roller shutters	8%	90%	15 years
Electric convector heaters	12%	85%	15 years
Cast iron radiators	6%	90%	25 years
Heating controls (burners)	11%	90%	10 years

**You:** The Insured person or persons

### **RIGHT OF WITHDRAWAL**

Information document for the exercise of the right of withdrawal provided for in article L. 112-10 of the French Insurance Code.

The beneficiary is requested to verify that they are not already benefitting from cover covering one of the risks guaranteed by the new agreement. If this is the case, they shall have the right to withdraw from this agreement for a period of 14 calendar days from the date of signing, without penalty or incurring costs, if all the following conditions are met:

- This contract is for non-professional purposes;
- This contract comes in addition to the purchase of a product or service sold by a supplier;
- The beneficiary proves that they are already covered for one of the risks covered in this new contract
- The contract from which they wish to withdraw is not fully implemented;
- The beneficiary has not declared any claim covered by this contract.

In this scenario, the beneficiary may exercise the right to withdraw from this agreement by letter or other durable means addressed to the insurer of the new agreement, accompanied by a document proving that they already have cover for one of the risks covered under the new agreement. The Insurer is required to reimburse you for the premium paid, within a timeframe of 30 days following the withdrawal.

'I, the undersigned Mr/Ms ... residing at ... withdraw from my agreement No. ... taken out with ..., in accordance with Article L. 112-10 of the French

Insurance Code. I hereby certify that I have no knowledge of any claim involving cover under this agreement as of the date of sending this letter.'

### **PAYMENT OF THE PREMIUM**

In the absence of payment before the start of the risk, the contract shall be considered null and void and shall not give rise to any compensation.

### **REPORTING OBLIGATIONS**

The Underwriter agrees to send to each Insured, before taking out Assur Lodge insurance, a copy of the Information notice and IPID sheet and to invite the latter to take notice of the cover, the means of its entering into force and exclusions as well as the formalities required in the event of a claim.

The Underwriter agrees to respect the provisions of article L. 112-10 of the French Insurance Code, namely:

The Insured is requested to verify that they are not already benefitting from cover that is compensating one of the losses covered by the Assur Lodge insurance and to formalise this process.

The Insured is reminded of the conditions for withdrawing from the Assur Lodge insurance:

The Insured is informed of their ability to withdraw within a timeframe of 14 (fourteen) days and of the methods available. The Underwriter may suggest the following wording to the Insured:

'I, the undersigned Mr/Ms ..... residing at ..... withdraw from my agreement No..... taken out

with..... in accordance with Article L. 112-10 of the French Insurance Code.

I hereby declare that I have no knowledge of any claim involving cover under this agreement as of the date of sending this letter.'

#### **WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVERED BENEFITS?**

We cannot intervene when your requests for the provision of cover or services are the consequence of damages resulting from:

- epidemics and pandemics, as recognised by national and international health authorities;
- natural disasters and pollution disasters recognised as such by the competent authorities;
- consequences and/or events resulting from: civil war or foreign war, riots or popular movements, in accordance with article L. 121-8 of the French Insurance Code;
- consequences and/or events resulting from: a strike;
- consequences and/or events resulting from: an attack and an act of terrorism;
- consequences of the voluntary participation of the Subscriber and persons travelling with the Subscriber and insured under this agreement in a crime, offence, riot or strike except in the case of legitimate self-defence;
  
- intentional non-compliance with the regulations of the country visited;
- the disintegration of the atomic nucleus or any irradiation from ionising radiation;
- improper use of medicinal products or use of drugs not prescribed medically, as confirmed by a competent medical authority;
- damage resulting from the use of alcohol by the Subscriber, characterised by the presence in the blood of a pure alcohol level equal to or higher than that established by the regulations of the country visited and governing motor traffic;
- accidents/damages and their consequences caused or provoked intentionally by the Subscriber;
- the practice of sports on a professional basis;
- participation in endurance or speed tests, on board any kind of motorised vehicle or craft on land, water or air;

- failure to comply with safety rules brought to the attention of the Subscriber and persons travelling with the Subscriber and insured under this contract as well as members of the Subscriber's family related to the practice of sports activities;
- consequences of a suicide or attempt at suicide of the Subscriber and the persons travelling with the Subscriber and insured under this contract as well as all members of the Subscriber's family;
- the absence of hazards;
- goods and/or activities insured when a prohibition to provide a contract or an insurance service is imposed on the insurer by virtue of the sanction, restriction or prohibition provided for in conventions, laws or regulations, including those decided by the United Nations Security Council, the Council of the European Union, or any other applicable national law;
- insured goods and/or activities when they are subject to any sanction, restriction, total or partial embargo or prohibition provided for in conventions, laws or regulations, including those decided by the UN Security Council, Council of the European Union, or any other applicable national law. It is understood that this provision applies only where the insurance contract and the insured goods and/or activities fall within the scope of restrictive sanction decisions, total or partial embargo, or prohibition.

#### **HOW IS YOUR COMPENSATION CALCULATED?**

If compensation cannot be determined by mutual agreement, it is assessed by means of an amicable appraisal, subject to our respective rights.

Each party chooses its expert. If the above experts do not agree among themselves, a third expert is appointed by them and all three operate jointly and by a majority of votes.

If one of the parties fails to appoint an expert or the two experts fail to agree on the choice of a third expert, the appointment shall be made by the presiding judge of the regional court, acting as a referee. Each of the contracting parties shall bear the costs and fees of its expert and, where appropriate, half of those of the third.

## **INCURRED SANCTIONS**

Any reluctance or intentionally false declaration, omission or inaccuracy regarding the circumstances of the risk known from the insured will be punishable in accordance with the provisions of articles L. 113-8 and L. 113-9 of the Code, namely:

A) even if it does not influence the claim, by the invalidity of the contract in the event of the Member or the Insured acting in bad faith;

B) depending on whether it is confirmed before or after the claim, when it is not established whether the Member or the Insured acted in bad faith, by the following consequences:

- before the claim, by an increase in contributions or termination of the contract,

- after the claim, by a reduction in the compensation of the claim proportionate to the contributions which would have been due if the risks had been accurately and completely declared. The fee taken as the basis of this reduction is, depending on the case, applicable either at the time of taking out the insurance contract or the day of aggravation of the risk or, if this cannot be determined, at the time of the last deadline prior to the claim.

## **OTHER INSURANCE**

In accordance with the provisions of article L. 121-4 of the Code, if all or some of the risks covered by this contract are or become covered by another insurance policy, the insured must declare this immediately to the company by indicating the name of this insurer and the amounts insured. Where several insurance policies are taken out against the same risk in a harmful or fraudulent manner, the sanctions provided for in article L. 121-3, paragraph 1 of the Code (invalidity of the contract and damages and interests) are applicable. Where the insurance policies are contracted without fraud, each of them is effective within the limits of the agreed cover and in compliance with the provisions of Article L. 121-1 of the French Insurance Code with the exception of the civil liability cover of this contract, which is only applicable if the Insured does not benefit from civil liability cover through another insurance contract during the validity period of this contract on the day of occurrence of the damaging event which is likely to incur financial consequences.

Within these limits, the beneficiary of the contract may obtain compensation for their damages by writing to the insurer of their choice.

## **COMPLAINTS**

During the life of the contract, difficulties may arise. In addition, for any request or rectification regarding information concerning you or in the event of a dispute, you may first consult your usual contact.

If you are not satisfied with the response, you may contact the customer service department (49, rue de Miromesnil 75380 Paris Cedex 08, [www.areas.fr](http://www.areas.fr), telephone: 01 40 17 65 00) who will respond to you no later than two months following the date of receipt of your complaint. In the event you are persistently dissatisfied with the response given by the customer services department, if you are an individual, provided that no judicial action has been initiated against you, you have the possibility of contacting the Insurance Mediator (Médiation de l'Assurance) via letter to TSA 50110, 75441 Paris Cedex 09 or online at [www.mediation-assurance.org](http://www.mediation-assurance.org). The opinion of the insurance mediator does not bind the parties, who are free to accept or refuse the mediator's suggested solution and to contact the competent court.

## **AUTHORITY RESPONSIBLE FOR MONITORING THE INSURANCE COMPANY**

The Authority in charge of monitoring the Insurance sector is the French Autorité de contrôle prudentiel et de résolution (Prudential Supervisory Authority), located at 4, place de Budapest, CS 92459, 75436 Paris Cedex 09.

## **PERSONAL DATA PROTECTION**

In accordance with Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016, in relation to Personal Data Protection (GDPR), we hereby inform you that the data received will be subject to automated processing by the Aréas Insurance team, the data controller for the transfer, management and execution of insurance contracts and for the purposes of market research and management. The data may be transferred to companies belonging to the Aréas group and their partners for the same purposes, including outside of the European Union. These data will be kept for the legally prescribed durations.

You have the right to access, rectify, oppose for a legitimate reason and erase data as well as the right to define the directives in relation to the preservation, erasure and communication of your personal data after your death. You also have the right to portability of your personal data. All of your rights must be exercised by contacting the Personal Data Protection Delegate at the following address: AREAS ASSURANCES - Service Conformité (Compliance Department) – DPO. 47 Rue de Miromesnil 75380 PARIS Cedex 08 or via the following email address: [dpo@areas.fr](mailto:dpo@areas.fr). You can find more information about your rights on our website, [www.areas.fr](http://www.areas.fr), or through the CNIL website at [www.cnil.fr](http://www.cnil.fr)

### **CONSUMERS' RIGHT TO OPPOSE COLD CALLING**

If you do not wish to be subject to market research telephone calls, you can register for free to a cold calling opposition list.

These provisions are applicable to any consumer, that is to say any natural person who acts for purposes which are not within the scope of their commercial, industrial, artisanal or private practice.

### **SUBROGATION**

In accordance with the provisions of article L. 121-12 of the French Insurance Code, the Insurer is subrogated up to the compensation they paid, in the rights and actions of the Subscriber against the third parties responsible for the loss.

In the event that subrogation can no longer be exercised in favour of the Insurer by the Subscriber, then the Insurer shall be relieved of its obligations to the Subscriber insofar as they would be able to exercise subrogation.

### **LIMITATION OF PROCEEDINGS DERIVING FROM THE INSURANCE CONTRACT**

The limitation period is the period beyond which no complaint will be considered.

Any action deriving from this contract is limited by two years as of the event it gave rise to.

Article L. 114-1 of the French Insurance Code:

'All legal actions arising from an insurance contract shall be barred two years as from the event that gave rise thereto.

However, said time limit shall run:

1. in the event of non-disclosure, omission, fraudulent representation or misrepresentation of the risk incurred, only as from the date on which the insurer is aware thereof;

2. in the event of loss, only as from the date the concerned parties are aware thereof, if they prove that they were unaware of such facts up till then.

When the insured's action against the insurer arises from a third party's recourse, the limitation period shall run only from the date on which said third party brings a legal action against the insured or the latter has paid it compensation.

The limitation period shall be increased to ten years for life insurance contract when the beneficiary is not the policyholder and in insurance contracts covering personal injury when the beneficiaries are the deceased insured's assignees.

For life insurance contracts, notwithstanding the provisions of point 2, the actions of the beneficiary are limited to no later than thirty years as of the death of the insured.'

The limitation period may be interrupted as provided for in article L. 114-2 of the French Insurance Code:

Article L. 114-2 of the French Insurance Code:

'The limitation period shall be interrupted by one of the ordinary causes that interrupt the limitation period and by the appointment of experts following a loss. The limitation period of the legal action may also be interrupted by the insurer sending the insured a registered letter with acknowledgement of receipt in respect of the action for payment of the premium and by the insured to the insurer in respect of the settlement of the claim.'

Article L. 114-3 of the French Insurance Code:

'Notwithstanding article 2254 of the French Civil Code, the parties to the insurance contract may not, even with mutual agreement, modify the duration of the time limit nor add to the reasons for suspension or interruption of it.'

The ordinary causes for interrupting the time limit as mentioned in article L. 114-2 are those provided for in articles 2240 to 2246 of the French Civil Code, indicated below:

Article 2240 of the French Civil Code: 'The acknowledgement by the debtor of the right of the person against whom he was prescribing interrupts the period of prescription.'

Article 2241 of the French Civil Code: 'Judicial demand, even by way of summary proceedings, interrupts the delay of prescription and the delay of foreclosure.

The same occurs when the demand is brought before a court without jurisdiction when the act of referral to the court is annulled on account of a procedural defect.'

Article 2242 of the French Civil Code: 'The interruption resulting from the judicial demand has continuous effect until the proceedings terminate.'

Article 2243 of the French Civil Code: 'Interruption fails to occur if the plaintiff abandons his judicial demand or allows the proceedings to lapse, or if the demand is definitively rejected.'

Article 2244 of the French Civil Code: 'The period of prescription or the period of foreclosure is also interrupted by a conservatory measure taken in application of the Code of Civil Enforcement Procedures or of an act of forced execution.'

Article 2245 of the French Civil Code: 'The calling in of one solidary debtor by judicial demand, or by an act of forced execution, or by the acknowledgement by the debtor of the right of the person against whom he was prescribing, interrupts the period of prescription against all the others, even against their heirs.

But the calling in of one of the heirs of a solidary debtor, or the acknowledgement by that heir does not interrupt the prescription against co-heirs, even in the event of a hypothecary claim, if the obligation is divisible.

This calling in or this acknowledgement only interrupts the period of prescription against the other co-debtors for the share for which this heir is bound.

To interrupt the period of prescription for the whole, for all the other co-debtors, the calling in must be addressed to all the heirs of the deceased debtor or the

acknowledgement must be addressed to all these heirs.'

Article 2246 of the French Civil Code: 'A calling in addressed to the principal debtor or his acknowledgement interrupts the period of prescription against the surety.'

#### **JURISDICTION - APPLICABLE LAW**

Pre-contractual and contractual relations are governed by French law and mainly the French Insurance Code. Any legal action relating to this contract shall be subject to the exclusive jurisdiction of the French courts.

#### **LANGUAGE**

The language used in pre-contractual and contractual relations is French.

#### **PREVENTION OF MONEY LAUNDERING**

Anti-Money Laundering and the Financing of Terrorism  
In order to comply with its legal obligations, the Insurer implements supervisory procedures intended for the fight against money laundering and the financing of terrorism and the application of financial penalties.

#### **WHAT ARE THE LIMITS APPLICABLE IN THE EVENT OF FORCE MAJEURE?**

The Assistance Provider cannot be held responsible for breaches of the assistance services due to force majeure or the following events: civil or foreign wars, notable political instability, popular movements, riots, acts of terrorism, retaliation, restrictions on the free passage of persons and goods, strikes, explosions, natural disasters, disintegration of the atomic nucleus, or delays in the performance of services resulting from these causes.

## HOW TO SUBMIT A CLAIM

When the insured person wants to make an insurance claim, they must:

- > **Notify Gritchen Affinity in writing of any losses that would invoke the insurance cover within five working days (brought forward to two working days in the event of theft).**

These timeframes will begin once the insured person discovers the loss that would entail the arrangement of cover.

**Once the timeframe has passed, the insured will be deprived of any right to compensation if the delay caused damage to the Company.**

- > **Automatically declare to Gritchen Affinity the cover subscribed on the same risk by other insurers.**

Contract no. 102 92 73

### FOR UP-TO-DATE AND QUICK MANAGEMENT OF YOUR INSURANCE CLAIMS

Log in to the website:

**www.declare.fr**

*(Send your documents and follow-up on  
the status of your case at any time)*

Via email:

**sinistre@declare.fr**

### FOR THE TRADITIONAL MANAGEMENT OF YOUR INSURANCE CLAIMS

By post:

**Gritchen Affinity**

**Service sinistre (Claims department)**

**27 rue Charles Durand - CS70139**

**18021 Bourges Cedex**



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Découvrez notre application smartphone **Safebooking**®,  
Déclarez, suivez et complétez votre déclaration en temps réel...

